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This Listing Statement is compiled by the Exchange from documents filed by the Company in making application for listing. It is issued for the information of members, member firms and member corporations of the Exchange. It is not and is not to be construed as a prospectus. The Exchange has received no consideration in connection with the issue of this Listing Statement other than the customary listing fee. The documents referred to above are open for inspection at the general office of the Exchange.

LISTING STATEMENT No. 2222

LISTED NOVEMBER 15, 1965
5,000,000 shares of \$1.00 par value
Ticker abbreviation "BHK"
Dial ticker number 2092
Post section 4.2

filed

THE TORONTO STOCK EXCHANGE

LISTING STATEMENT

BLACK HAWK MINING LTD.

(No Personal Liability)

Incorporated under the Quebec Mining Companies'
Act — May 20, 1960.

1. Address of the Company's Head Office and of any other offices:
Head Office: Suite 801, Stock Exchange Tower, Victoria Square, Montreal, P.Q.
Executive Office: 20th Floor, 4 King Street West, Toronto 1, Ontario.

2. Officers of the Company:

OFFICE HELD	NAME	ADDRESS	OCCUPATION
President	John Kostuik	14 Brian Cliff Drive, Don Mills, Ont.	Mining Engineer
Vice-President	The Hon. Harry A. Willis	"Williswood", Belfountain, Ont.	Queen's Counsel
Secretary-Treasurer	Albert F. Risso	400 Walmer Road, Toronto 10, Ont.	Accountant
Asst. Secretary-Treasurer	Alfred F. Casselman	P.O. Box 174, St. Adele-en-Haut, Que.	Accountant

3. Directors of the Company:

NAME	ADDRESS	OCCUPATION
Marsh A. Cooper	15 Elm Avenue, Toronto	Consulting Geologist
John Kostuik	14 Brian Cliff Drive, Don Mills, Ont.	Mining Engineer
Joseph A. Patrick	Wilets Road, Old Westbury, Long Island, N.Y.	Lawyer
Joseph J. Rankin	11 York Ridge Road, Willowdale, Ontario	Mining Executive
Albert F. Risso	400 Walmer Road, Toronto 10, Ont.	Accountant
Anthony Roman	R.R. #2, Gormley, Ont.	Executive Assistant
The Hon Harry A. Willis	"Williswood", Belfountain, Ont.	Queen's Counsel

4. Names and addresses of all transfer agents:

The Guaranty Trust Company of Canada, 427 St. James Street West, Montreal Quebec.
The Guaranty Trust Company of Canada, 88 University Avenue, Toronto, Ontario.

5. Particulars of any fee charged upon transfer other than customary government taxes:
50¢ per share certificate.

6. Names and addresses of all registrars:

The Guaranty Trust Company of Canada, 427 St. James Street West, Montreal, Quebec.
The Guaranty Trust Company of Canada, 88 University Avenue, Toronto, Ontario.

7. Amount of authorized capital: \$5,000,000.00.

8. Number of shares and par value: 5,000,000 of \$1.00.

9. Full details of all shares issued in payment for properties or for any other assets other than cash:

DATE	NUMBER OF SHARES	Brief description of the properties or other assets and the aggregate consideration therefor, expressed in cash, shares, etc.
(A) May 1960	600,000	At a discount of 95% (being an issued price of 5¢ per share) and \$20 in cash for 14 claims in Bellechasse Township, Province of Quebec.
(B) May 1961	300,000	At a discount of 90% (being an issued price of 10¢ per share) and \$350 in cash for 7 claims and mining rights on three properties in Blue Hill Township, Maine, U.S.A.
(C) December 1964	400,000	For all of the issued and outstanding shares (500,000 shares with a par value of 5¢ in United States Currency) of Rotra Mines Corporation (now Black Hawk Corporation) a company incorporated in the State of Maine, U.S.A.
Total	1,300,000	

10. Full details of all shares sold for cash.

DATE M D Y	NO. OF SHARES	PRICE	AMOUNT REALIZED
6/16/60	5	\$1.00	\$ 5.00
6/16/60	135,000	.10	13,500.00
7/15/60	50,000	.10	5,000.00
7/21/60	100,000	.10	10,000.00
7/26/60	50,000	.10	5,000.00
7/26/60	50,000	.12½	6,250.00
8/22/60	40,000	.12½	5,000.00
9/14/60	25,000	.12½	3,125.00
9/26/60	10,000	.12½	1,250.00
9/28/60	10,000	.12½	1,250.00
11/25/60	45,000	.12½	5,625.00
11/30/60	15,000	.15	2,250.00
1/11/61	20,000	.12½	2,500.00
3/23/61	15,000	.15	2,250.00
4/25/61	5,000	.15	750.00
4/28/61	24,000	.15	3,600.00
5/17/61	31,000	.10	3,100.00
5/23/61	36,500	.10	3,650.00
5/26/61	168,500	.10	16,850.00
6/ 5/61	32,000	.10	3,200.00
7/26/61	112,000	.10	11,200.00
8/ 2/61	2,500	.10	250.00
8/ 7/61	2,500	.10	250.00
8/10/61	50,000	.10	5,000.00
8/11/61	4,500	.10	450.00
1/23/62	5,000	.10	500.00
2/ 8/62	20,000	.10	2,000.00
2/13/62	5,000	.10	500.00
2/14/62	10,000	.10	1,000.00
2/23/62	12,000	.10	1,200.00
2/28/62	3,500	.10	350.00
5/25/62	4	.10	0.40
7/24/62	300,000	.10	30,000.00
11/ 8/62	200,000	.10	20,000.00
1/28/63	200,000	.12½	25,000.00
3/20/63	200,000	.15	30,000.00
6/13/63	200,000	.17½	35,000.00
9/25/63	200,000	.20	40,000.00
12/31/64	150,000	.41⅓	62,500.00
5/ 9/65	20,000	1.00	20,000.00
5/19/65	10,000	1.00	10,000.00
9/ 3/65	150,000	.41⅓	62,500.00
	2,719,009		\$451,855.40

Of the aforesaid shares, Denison Mines Limited has purchased 1,600,000, the first purchase being made on the 24th July 1962 and the last 3rd September 1965.

11. Total number of shares issued:

4,019,009

12. Number of shares now in treasury or otherwise unissued.

980,991

13. Particulars of any issued shares held in trust for the Company or donated for treasury purposes.

Nil

14. Date of last annual meeting.

July 29, 1965.

15. Date of last report to shareholders.

Annual Report as at April 30, 1965 with letter to shareholders dated July 12, 1965.

16. Details of any treasury shares (or shares issued subject to payment or shares held for the benefit of the treasury) now under option or the subject of any underwriting or sales agreement. If none, this to be stated.	100,000 shares at \$1.00 per share have been set aside for the purpose of incentive options. Option agreements totalling 92,500 shares have been signed and of these 30,000 shares have been exercised and 10,000 shares have been forfeited under the terms of the said agreements. There remain 17,500 shares in the treasury of the 100,000 set aside.																						
17. Names and addresses of persons having any interest, direct or indirect, in underwritten or optioned shares or other securities or assignments, present or proposed.	<p>The below listed options are related to and subject to a favourable decision of the Company's Directors to proceed with the construction of a concentrating plant at the Maine property. In the event of such decision the options held by the optionees become exercisable as to one-half thereof one month following such decision, and as to the remaining one-half six months after first production of concentrates, and are exercisable for a period of twelve months from the latter date. These options are all personal and non-assignable.</p> <table> <tr> <td>T. D. Anderson, Blue Hill, Maine</td><td>10,000 shares</td></tr> <tr> <td>A. F. Risso, 400 Walmer Road, Toronto 10, Ont.</td><td>7,500 shares</td></tr> <tr> <td>M. D. Rowsell, Blue Hill, Maine</td><td>7,500 shares</td></tr> <tr> <td>John C. Puhky, 19 Tudor Gate, Willowdale, Ont.</td><td>5,000 shares</td></tr> <tr> <td>John W. Hogan, Blue Hill, Maine</td><td>5,000 shares</td></tr> <tr> <td>L. R. Montpetit, 450 Walmer Road, Toronto 4, Ont.</td><td>5,000 shares</td></tr> <tr> <td>Dr. E. J. Lees, 9 Rodney Blvd., Willowdale, Ont.</td><td>5,000 shares</td></tr> <tr> <td>Paul Dean, Blue Hill, Maine</td><td>2,500 shares</td></tr> <tr> <td>R. A. MacArthur, Blue Hill, Maine</td><td>2,500 shares</td></tr> <tr> <td>W. E. Scott, Blue Hill, Maine</td><td>2,500 shares</td></tr> <tr> <td></td><td><u>52,500 shares</u></td></tr> </table>	T. D. Anderson, Blue Hill, Maine	10,000 shares	A. F. Risso, 400 Walmer Road, Toronto 10, Ont.	7,500 shares	M. D. Rowsell, Blue Hill, Maine	7,500 shares	John C. Puhky, 19 Tudor Gate, Willowdale, Ont.	5,000 shares	John W. Hogan, Blue Hill, Maine	5,000 shares	L. R. Montpetit, 450 Walmer Road, Toronto 4, Ont.	5,000 shares	Dr. E. J. Lees, 9 Rodney Blvd., Willowdale, Ont.	5,000 shares	Paul Dean, Blue Hill, Maine	2,500 shares	R. A. MacArthur, Blue Hill, Maine	2,500 shares	W. E. Scott, Blue Hill, Maine	2,500 shares		<u>52,500 shares</u>
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18. Details of any payments in cash or securities of the Company made or to be made to a promoter or finder in connection with a proposed underwriting or property acquisition.	None																						
19. Details of any shares pooled, deposited in escrow, non-transferable or held under any voting trust agreement, syndicate agreement or control.	Certificates representing 241,470 shares of the Company are held in escrow by the Guaranty Trust Company of Canada, Montreal, subject to release, transfer, hypothecation, assignment or other alienation only upon the written consent of the Board of Directors of the Company and, in the event that the shares of the Company have been qualified for public sale in any Province of Canada, the Provincial Government authority over securities in that Province, which in the case of Quebec shall be the Quebec Securities Commission and which in the case of the Province of Ontario, will be the Ontario Securities Commission. The consents of the Canadian and Toronto Stock Exchanges are also required. As of this date the Directors and the Ontario Securities Commission have consented to the release of all escrowed shares.																						
20. Names and addresses of owners of more than a 5% interest in pooled or escrowed shares and their shareholdings. (If shares are registered in the names of nominees or in street names, give names of beneficial owners, if possible.)	<table> <tr> <td>Glenn A. Blair, 7880, Des Vendeens Ave., Ville D'Anjou, Que.</td><td>13,249</td></tr> <tr> <td>Alfred F. Casselman, St. Adele-en-Haut, Que.</td><td>29,413</td></tr> <tr> <td>Denison Mines Limited, 4 King St. W., Toronto, Ont.</td><td>103,390</td></tr> <tr> <td>Lucille M. Robbins, 458 Bourgeois St., Beloeil, Que.</td><td>30,804</td></tr> </table>	Glenn A. Blair, 7880, Des Vendeens Ave., Ville D'Anjou, Que.	13,249	Alfred F. Casselman, St. Adele-en-Haut, Que.	29,413	Denison Mines Limited, 4 King St. W., Toronto, Ont.	103,390	Lucille M. Robbins, 458 Bourgeois St., Beloeil, Que.	30,804														
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21. Names, addresses and shareholdings of five largest registered shareholders and if shareholdings are pooled or escrowed, so stating. If shares are registered in names of nominees or in street names, give names of beneficial owners, if possible, and if names are not those of beneficial owners, so state.	<table> <tr> <td>Denison Mines Limited, 4 King Street West, Toronto</td><td>1,612,150*</td></tr> <tr> <td>Roman Corporation Limited, 4 King Street West, Toronto</td><td>280,000</td></tr> <tr> <td>Guaranty Trust Company of Canada, 366 Bay Street, Toronto</td><td>167,297</td></tr> <tr> <td>McFetrick & Company, 132 St. James St. West, Montreal</td><td>105,800</td></tr> <tr> <td>James Richardson & Sons 173 Portage Ave. East, Winnipeg</td><td>74,610</td></tr> </table> <p>The beneficial owners of the shares are not known to the Company except that of the shares registered to the Guaranty Trust Company of Canada, 145,297 are beneficially owned by Denison Mines Limited.</p> <p>* includes 103,390 escrowed shares.</p>	Denison Mines Limited, 4 King Street West, Toronto	1,612,150*	Roman Corporation Limited, 4 King Street West, Toronto	280,000	Guaranty Trust Company of Canada, 366 Bay Street, Toronto	167,297	McFetrick & Company, 132 St. James St. West, Montreal	105,800	James Richardson & Sons 173 Portage Ave. East, Winnipeg	74,610												
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22. Names and addresses of persons whose shareholdings are large enough to materially affect control of the Company.	<p>Denison Mines Limited, 4 King Street West, Toronto.</p> <p>Roman Corporation Limited, 4 King Street West, Toronto.</p>																						

23. Details of any registration with or approval or authority for sale granted by or any filing with a Securities Commission or corresponding Government body.	<p>Registration No. 7062 as a Security Issuer under the Quebec Securities Act granted April 30, 1961, effective until April 30, 1962, and extended to April 30, 1966.</p> <p>Prospectus dated November 30, 1964 as subsequently amended has been accepted for filing by the Ontario and Quebec Securities Commissions.</p>
24. Has any application for registration with or approval or authority for sale by or any filing with a Securities Commission or corresponding Government body ever been refused, cancelled, suspended or revoked? If so, give particulars.	No
25. Particulars of any bonds, debentures, notes, mortgages, charges, liens or hypothecations outstanding.	\$2,000,000 6½ % Debentures due 30 VI 74.
26. If assets include investments in the shares or other securities of other companies, give an itemized statement thereof showing cost or book value and present market value.	500,000 shares of a par value of 5¢ U.S. in wholly owned subsidiary, Black Hawk Corporation. Book value \$26,969.00.
<p>27. Enumerate fully each of the following property classifications, giving claim or property numbers, approximate acreage, townships and mining camp or oil field:</p> <p>(a) Properties owned where titles vested in Company.</p> <p>(b) Properties leased.</p>	<p>Through its wholly owned subsidiary Black Hawk Corporation a Company incorporated in the state of Maine, U.S.A.</p> <p>(A) The Company has title, in fee simple, to four properties totalling 263 acres in the Township of Blue Hill, in the County of Hancock, State of Maine, U.S.A. recorded in the Hancock Registry of Deeds, as follows:</p> <ol style="list-style-type: none"> 1. Recorded 20/VII/61 Book 890 Page 158 (20 acres) * 2. Recorded 28/VII/62 Book 914 Page 327 (43 acres) 3. Recorded 27/VI/63 Book 935 Page 462 (120 acres) 4. Recorded 30/III/64 Book 954 Page 149 (80 acres) <p>(B) (i) and under certain leases, renewable annually, holds mining rights in and to certain lands in the Township of Blue Hill, in the County of Hancock, State of Maine, U.S.A. as described in the following registered documents recorded in the Hancock County Registry of Deeds, as follows:</p> <ol style="list-style-type: none"> 1. Recorded 24/VII/61 Book 890 Page 248 Annual Rental U\$S 100 (81 acres) 2. Recorded 31/X/62 Book 921 Page 58 Annual Rental U\$S 100 (10 acres) 3. Recorded 2/XII/63 Book 947 Page 232 Annual Rental U\$S 300 (30 acres) 4. Recorded 2/XII/63 Book 947 Page 233 Annual Rental U\$S 650 (258 acres) <p>and under certain leases, renewable annually, has surface rights on certain lands in the Township of Blue Hill, in the County of Hancock, State of Maine, U.S.A. as described in the following registered documents recorded in the Hancock Registry of Deeds, as follows:</p> <ol style="list-style-type: none"> 5. Recorded 24/VII/61 Book 890 Page 246 Annual Rental U\$S 100 (35 acres) 6. Recorded 2/VIII/61 Book 891 Page 43 Annual Rental U\$S 300 (100 acres) 7. Recorded 31/X/62 Book 921 Page 60 Annual Rental U\$S 75 (20 acres) 8. Recorded 26/VIII/63 Book 940 Page 281 Annual Rental U\$S 100 (40 acres) 9. Recorded 2/XII/63 Book 947 Page 234 Annual Rental U\$S 100 (50 acres) 10. Recorded 7/VII/64 Book 963 Page 1 Annual Rental U\$S 150 (right of way 100' wide) <p>(B) (ii) and, under certain leases, renewable annually, holds surface and mining rights in and to certain lands in the Township of Sullivan, in the County of Hancock, State of Maine, U.S.A., as described in the following registered documents in the Hancock Registry of Deeds, as follows:</p> <ol style="list-style-type: none"> 11. Recorded 14/II/64 Book 951 Page 316 Annual Rental U\$S 100 (5 acres)

<p>(c) Properties otherwise held. Give particulars of title held by the Company in each instance (e.g. patented, unpatented, Crown granted, held under mining license, perpetual lease, etc.)</p>	<p>12. Recorded 14/II/64 Book 951 Page 318 Annual Rental U\$S 100 (50 acres) 13. Recorded 14/II/64 Book 951 Page 320 Annual Rental U\$S 50 (5 acres)</p> <p>(C) (i) and, under the provisions of the Maine Mining Law, seven mining claims numbered 2228; 2229; 2239; 2240; 2241; 2242; and 2243 in the Township of Blue Hill, in the County of Hancock, State of Maine, U.S.A. and recorded at the Maine Mining Bureau in Book VIII Page 305 on 10/VII/61 (75 acres). The State of Maine has granted the subsidiary Company a mining lease dated June 22, 1965 with a duration of 20 years renewable for a like period.</p> <p>and, in its own right and not through its wholly owned subsidiary,</p> <p>(C) (ii) The Company holds, as unpatented claims under the Quebec Mining Act, fourteen claims in Bellechasse Township, Province of Quebec, being Claims 1 and 2 on Development Licenses C 162935; C 162937 and G 8358; Claims 1, 2, 3 and 4 on Development Licence C 176035; Claims 2 and 3 on Development License C 172245 A and Claims 3 and 4 on Development License C 167332 A (875 acres).</p>
<p>28. Full particulars of any royalties or other charges payable upon production from each individual property.</p>	<p>Properties described in 27 (A): Nil.</p> <p>Properties described in 27 (B): 5% of adjusted fair market value of minerals or metals removed.</p> <p>Properties described in 27 (C) (i): 5½% of adjusted fair market value of minerals or metals removed.</p>
<p>29. Names and addresses of vendors of any property or other assets intended to be purchased by the Company showing the consideration to be paid.</p>	<p>None</p>
<p>30. Names and addresses of persons who have received or will receive a greater than 5% interest in the shares or other consideration to be received by the vendor. If the vendor is a limited company, the names and addresses of persons having a greater than 5% interest in the vendor company.</p>	<p>The Company acquired all the issued and outstanding shares of Rotra Mines Corporation (now Black Hawk Corporation), a company incorporated in the State of Maine, U.S.A., from Roman Corporation Limited, the successor company by amalgamation of Roman Corporation Limited and Trans-Canada Explorations Limited. It is not possible to state the names of all those who may from time to time own a number of the issued shares of Roman Corporation Limited, which would be equivalent to 5% thereof, however Stephen B. Roman, R.R. #1, Unionville, Ontario; Jacques Abreu, Paris, France; and Sagamore Explorations Limited, 4 King Street West, Toronto, are known to hold shares in excess of 5% thereof.</p>
<p>31. Are any lawsuits pending or in process against the Company or any of its properties, or are there any other circumstances which might affect the Company's position or title adversely? If so explain fully.</p>	<p>None</p>
<p>32. Describe plant and equipment on property or properties.</p>	<p>Permanent steel frame and concrete block mining plant consisting of hoist and compressor building, headframe and steel bins, a service building and powder magazine have been completed on the property. The service building houses the shaft corridor; dry; assay office; warehouse; management, engineering and accounting offices.</p>
<p>33. Describe all development accomplished and planned.</p>	<p>Geological survey on properties enumerated under item 27 (C) (ii) Bellechasse.</p> <p>Geophysical surveys and mapping at the properties enumerated under item 27 as (A), (B) (i), (ii) and (C) (i) in Blue Hill.</p> <p>Diamond drilling has been carried out on the Bellechasse Township claims for a total cost of \$22,972.45.</p> <p>In the Township of Blue Hill, Maine, 72 diamond drill holes totalling 48,732 feet have been drilled for a cost of \$176,699.22, a shaft has been sunk to the 700' level and stations have been</p>

33 (Continued)	cut at the 280', 380', 480', 580' and 680' levels. Lateral development is presently in hand on the 380', 480' and 580' levels. Diamond drilling is in progress on the 680' level to explore the downward extension of the Lower Second Pond copper zone. Total advance planned on cross-cuts and drifts is approximately 9,000 feet.
34. Date and author of mining or petroleum engineer's or geologist's report filed with this application and available for inspection on request.	<p>H. J. Bergmann, P. Eng.</p> <p>Report dated 20/V/60 on properties enumerated under item 27 as (C) (ii) Bellechasse Township.</p> <p>Report dated 23/V/60 on properties enumerated under item 27 as (B) (ii) Sullivan Township.</p> <p>Report dated 30/V/61 on properties enumerated under item 27 as (A); (B) (i) - 1, 2, 5, 6, 7, & 8 and (C) (i) Blue Hill Township.</p> <p>E. A. Hart, P. Eng.</p> <p>Report dated 27/XI/63 on properties enumerated under item 27 as (A); (B) (i) - 1, 2, 5, 6, 7 & 8 and (C) (i) Blue Hill Township.</p> <p>Copies of the above reports are on file at the Exchange and are available for inspection on request.</p> <p>Walter F. Brown, P. Eng.</p> <p>Report dated 7/VII/64 on properties enumerated under item 27 as (A); (B) (i) and (C) (i) Blue Hill Township and a report dated 13/X/65 as an addendum, which are reproduced herewith.</p>
35. Full particulars of production to date.	No production to date.
36. Have any dividends been paid? If so, give date, per share rate, and amount paid in dollars on each distribution.	No dividend paid.
37. Name and address of the solicitor or attorney whose certificate that the applicant is a valid and subsisting company and that the shares which have been allotted and issued were legally created and are fully paid and non-assessable has been filed with the Exchange.	<p>John S. Grant, Q.C.</p> <p>Manley, Grant and Armstrong,</p> <p>366 Bay Street,</p> <p>Toronto 1, Ontario.</p>
<p>38. (a) Have any shares of the Company ever been listed on any other stock exchange? If so, give particulars.</p> <p>(b) Is any application for listing the shares of the Company on any other stock exchange now pending or contemplated? If so give particulars.</p> <p>(c) Has any application for listing of any shares of the Company ever been refused or deferred by any stock exchange? If so, give particulars.</p>	<p>The Company's shares have been listed on the Canadian Stock Exchange since December 24, 1963, ticker symbol "BHK" and are so presently listed.</p> <p>No</p> <p>No</p>

<p>39. Particulars of the principal business in which each officer and director has been engaged during the past five years, giving the length of time, position held and name of employing company or firm.</p>	<p>JOHN KOSTUIK (President and a Director) is and has been for such period the General Manager, a Vice-President and a Director of Denison Mines Limited, a Director of Roman Corporation Limited, and is and has been since July, 1962, a Director of the Company, and since March, 1963, its President.</p> <p>ALBERT FREDERICK RISSO (Secretary-Treasurer and a Director) is and has been a Director and the Secretary-Treasurer of the Company since June, 1964, and has been an accountant in the employ of Roman Corporation Limited of Toronto and Denison Mines Limited of Toronto for the past several years.</p> <p>THE HONORABLE HARRY ALBERT WILLIS (Vice-President and a Director) is a member of the Senate of Canada, and is and has been for more than three years a Director and a Vice-President of Denison Mines Limited and is one of Her Majesty's Counsel who has practised his profession of law in the City of Toronto for many years.</p> <p>JOSEPH ALFRED PATRICK (Director) is a lawyer by profession but is presently a general partner in Baird & Company of New York, a member of the New York Stock Exchange, & is a Director of Sunset International Petroleum Corporation and many other companies.</p> <p>JOSEPH JOHN RANKIN (Director) is a Mining Executive associated with many companies in Toronto and is and has been for the aforesaid period the President and a Director of Frobex Limited, a Director and the Managing Director, formerly the Vice-President and now the President of Peruvian Oils & Minerals Limited, a Director of Area Mines Limited and a Director of R. J. Jowsey Mining Company Limited, among other mining companies.</p> <p>ANTHONY ROMAN (Director) is a graduate of the Ontario Agricultural College at Guelph, Ontario, and has been since graduation associated with Roman Corporation Limited, Romandale Farms Limited and other associated companies.</p> <p>MARSH ALEXANDER COOPER (Director) is and has been for more than the past five years a member of the firm of James, Buffam and Cooper, Consulting Geologists practising in Toronto. Mr. Cooper is a Director of McIntyre Porcupine Mines Limited, Jefferson Lake Petrochemicals of Canada Limited, The Granby Mining Company Limited and Manitou-Barvue Mines Limited among other companies.</p> <p>ALFRED F. CASSELMAN (Assistant Secretary-Treasurer) is an income tax consultant and accountant and is self employed. He is the President of Empire Oil & Minerals Inc., and the Secretary-Treasurer of Tamara Mining Ltd., Black River Mining Ltd. and Coastal Mining Ltd.</p>
<p>40. The dates of and parties to and the general nature of every material contract entered into by the Company which is still in effect and is not disclosed in the foregoing.</p> <p>Except for management contracts, do not include particulars of any contract entered into in the ordinary course of business carried on or intended to be carried on by the Company.</p>	<p>See Agreement dated 7th day of August, 1964 enclosed herewith.</p>
<p>41. Any other material facts not disclosed in the foregoing.</p>	<p>Black Hawk Corporation, the wholly owned subsidiary of the Company, has by agreement of guarantee made as of August 20, 1965, in favour of Guaranty Trust Company of Canada as Trustee for the holders of the debentures referred to in item 25, guaranteed the payment of principal and interest on the debentures and as security therefor has mortgaged all of its properties in Maine, U.S.A.</p>

42.

STATEMENT SHOWING DISTRIBUTION OF ISSUED CAPITAL

as of September 8, 1965

FREE STOCK	Shares	Shares
(a) Distributed and in the hands of the public (exclusive of the promoters, officers and directors of the Company and their agents or trustees).	2,236,029	
(b) Distributed and in the hands of the promoters, officers and directors of the Company and their agents or trustees.	1,541,510	
Total free stock		3,777,539
ESCROWED OR POOLED STOCK		
(c) Held in escrow or pool as set out in Item 19 of this application.		241,470
Total issued capital		4,019,009
RECORD OF SHAREHOLDERS		
Number of registered shareholders holding shares in class (a) above		1,209
Number of registered shareholders holding shares in class (b) above		9
Number of registered shareholders holding shares in class (c) above		19

43.

STATEMENT SHOWING NUMBER OF SHAREHOLDERS

as of September 8, 1965

Number	Shares
381 Holders of 1 — 100 shares	35,231
598 " " 101 — 1000 "	296,589
71 " " 1001 — 2000 "	105,765
55 " " 2001 — 3000 "	90,138
14 " " 3001 — 4000 "	48,750
31 " " 4001 — 5000 "	57,450
87 " " 5001 — up "	3,385,086
1,237 Stockholders	Total Shares 4,019,009

Dated at Toronto, Ontario, the 8th day of September, 1965.

BLACK HAWK MINING LTD. (No Personal Liability)



"JOHN KOSTUIK", President.
"A. F. RISSO", Secretary-Treasurer.

Agreement

MEMORANDUM OF AGREEMENT made the 7th day of August, 1964.

BETWEEN:

DENISON MINES LIMITED, a company incorporated under the laws of the Province of Ontario (hereinafter called "Denison")

OF THE FIRST PART,

— and —

BLACK HAWK MINING LTD. (No Personal Liability), a company incorporated under the laws of the Province of Quebec (hereinafter called "Black Hawk")

OF THE SECOND PART.

WHEREAS Black Hawk represents to Denison that

(i) Black Hawk has made an agreement, subject to certain conditions, to acquire ownership of all the outstanding shares of Rotra Mines Corporation (hereinafter called "Rotra"), a company incorporated under the laws of the State of Maine;

(ii) Black Hawk owns certain freehold lands (hereinafter called the "freehold lands"), certain leases (hereinafter called the "Black Hawk Leases"), and certain mining claims (hereinafter called the "Black Hawk claims") in the State of Maine, particulars of which freehold lands, leases and mining claims are set forth in Schedule A hereto;

(iii) Rotra owns certain leases (hereinafter called the "Rotra Leases"), particulars whereof are set forth in Schedule B hereto and is entitled to carry on prospecting, mining and quarrying operations on certain lands in the State of Maine in accordance with the terms of such leases;

AND WHEREAS the freehold lands, the lands subject to the Black Hawk Leases, the Black Hawk claims and the lands subject to the Rotra Leases are hereinafter sometimes collectively referred to as the "Properties";

AND WHEREAS Denison has agreed on the terms hereinafter set forth to provide certain funds for the exploration and development of the Properties and, depending upon the results thereof, for the construction of mining and concentration plants on the Properties;

NOW THEREFORE in consideration of the foregoing and other good and valuable consideration and of the sum of One Dollar (\$1.00) in lawful money of Canada now paid by each of the parties hereto to the other (the receipt of which is hereby by each of them acknowledged) the parties hereto agree as follows:

1. Denison agrees to purchase from Black Hawk from time to time in denominations of \$100,000 or multiples thereof an aggregate amount of \$1,500,000 principal amount of Secured Notes (hereinafter called the "Secured Notes") and 150,000 fully paid and non-assessable shares in the capital of Black Hawk with a par value of \$1 each as presently constituted, the purchase price for the said Secured Notes and the said shares being an aggregate amount of \$1,500,000. Such Secured Notes will carry interest at the rate of 6½% per annum from the respective dates of issue thereof until the date of repayment of the same, are to be repayable on demand, subject as hereinafter provided, and are to be issued in favour of Denison. The first payment made by Denison to Black Hawk under this paragraph shall be in the amount of \$100,000 and shall be deemed to be in respect of \$100,000 principal amount of Secured Notes and 150,000 shares of Black Hawk as aforesaid. The Secured Notes are to be secured by (i) a first and specific mortgage, pledge, hypothec or charge on all the freehold lands, all the shares of Rotra and all the interest of Black Hawk in the lands subject to the Black Hawk Leases and in the Black Hawk claims and (ii) by a first floating charge on all other assets of Black Hawk, both present and future, if and to the extent, in the opinion of said counsel, the same can be given under applicable laws. The Secured Notes are also to be secured by a first and specific mortgage,

pledge, hypothec or charge on all the interest of Rotra in the lands subject to the Rotra Leases and are to be guaranteed by Rotra. Denison agrees not to demand payment of any Secured Notes issued to it as aforesaid until the earlier of (a) the issue of debentures of Black Hawk to Denison in a principal amount at least equal to the principal amount of the Secured Notes outstanding at the time of such issue if such debentures are issued as hereinafter provided or (b) the time at which Denison advises Black Hawk that it is not prepared to purchase any of the said debentures and shares of Black Hawk as hereinafter provided or (c) December 31, 1965. Forthwith upon the happening of any of such events or at any time thereafter Denison may demand payment of the Secured Notes and upon such demand being made all the Secured Notes then outstanding shall thereupon become due and payable. Black Hawk shall furnish to Denison at the expense of Black Hawk an opinion or opinions of counsel (herein referred to as "said counsel") satisfactory to Denison that the Secured Notes have been duly created and the issuance of the same duly authorized by Black Hawk and that when issued the Secured Notes will be valid and binding obligations of Black Hawk enforceable in accordance with their terms secured as herein stated. Such opinion or opinions of said counsel shall also state that any shares of Black Hawk purchased by Denison hereunder will be duly and validly issued and when purchased will be outstanding as fully paid and non-assessable. Such opinion or opinions of said counsel shall be delivered to Denison at the time when it first acquires any of the Secured Notes and shares and the delivery thereof shall be a condition precedent to Denison's obligation to take up any Secured Notes and the said shares and if required by Denison a similar opinion or opinions shall also be delivered to Denison at each subsequent time when Denison acquires any of the Secured Notes and the delivery thereof shall likewise be a condition precedent to Denison's obligation to take up further Secured Notes.

2. Black Hawk agrees to apply all moneys paid to it for Secured Notes and shares as aforesaid in payment of costs and expenses incurred by Black Hawk in exploring and developing the Properties in accordance with good professional mining practice. The purpose of such exploration and development shall be to verify and delineate the ore bodies that have heretofore been indicated by diamond drilling on the Properties or some of them and to carry out metallurgical tests in connection therewith with a view to bringing the Properties or some part of the same into production at such time as Denison considers it economically feasible to do so. The said moneys shall not be expended for any other purpose whatsoever without the consent in writing of Denison. Black Hawk agrees to furnish to Denison periodic reports (at least every three months) on the progress of the exploration and development work and metallurgical tests required to be carried out by Black Hawk as aforesaid.

3. When the work to be performed by Black Hawk under the provisions of paragraph 2 hereof has been completed to the satisfaction of Denison, Denison will determine, from time to time in its sole and uncontrolled discretion, whether the results of such work and any further work done on the Properties justify Black Hawk in proceeding with additional work on the Properties or some of them involving the completion of underground work and the construction of mining and concentration plants. Denison shall also determine at what time it is economically feasible to proceed with such additional work and what additional work should be proceeded with, it being clearly understood that Denison may determine that additional work relating only to the mining and concentration of certain ore will be proceeded with and not necessarily the mining and concentration of all ores which may be found on the Properties. If Denison determines in its sole and uncontrolled discretion that additional work on the Properties should be proceeded with it shall so advise Black Hawk in writing and shall also advise Black Hawk in writing of the principal amount of debentures of Black Hawk (having the attributes and characteristics hereinafter referred to) which it is prepared to purchase from time to time, any such advice being hereinafter referred to as a "commitment notice" and the said debentures being herein referred to as the "debentures". Upon Denison giving the first commitment notice to Black Hawk Denison shall thereupon become obligated to take up and pay for and Black Hawk shall become obligated to issue and sell to Denison (i) the principal amount of debentures of Black Hawk specified in said first commitment notice and (ii) 150,000 fully paid and non-assessable shares in the capital of Black Hawk with a par value of \$1 each as presently constituted; the aggregate price payable by Denison to Black Hawk for the principal amount of debentures specified in the said first commitment notice and for the said 150,000 fully paid and non-assessable shares in the capital of Black Hawk shall be an amount in the aggregate equal to 97½% of the principal amount of debentures of Black Hawk specified in the said first commitment notice; the said 150,000 shares shall be issued to Denison contemporaneously with the first payment made to Black Hawk by Denison pursuant to the said first commitment notice; the debentures of Black Hawk specified in the said first commitment notice shall be taken up at such time or from time to time (in principal amounts of not less than \$100,000 each) as may be required by Black Hawk; thereafter as Denison from time to time gives commitment notices to Black Hawk it shall purchase and Black Hawk shall sell the principal amount of debentures referred to in each such commitment notice at such time or from time to time as may be required by Black Hawk at the price of 97½% of the principal amount of debentures of Black

Hawk which Denison agrees to purchase under each commitment notice. Provided always that and notwithstanding anything herein contained if within two years after the giving of any commitment notice hereunder Black Hawk has not required Denison to take up all or any part of the debentures which Denison has agreed to take up under any commitment notice Denison at that time shall be relieved of any obligation to take up any debentures not theretofore taken up pursuant to any such commitment notice.

The debentures hereinbefore referred to shall be dated the date upon which the same are issued from time to time, shall be issued in denominations of \$100,000 and multiples thereof, shall carry interest at the rate of 6½% per annum payable half-yearly on June 30 and December 31 in each year, shall be subject to redemption at the principal amount thereof at any time on 30 days' notice without premium but with accrued interest to the date of redemption, shall be issued in fully registered form and shall be secured by (i) a first and specific mortgage, pledge, hypothec or charge on all the freehold lands, all the shares of Rotra and all the interest of Black Hawk in the lands subject to the Black Hawk Leases and in the Black Hawk claims and (ii) by a first floating charge on all other assets of Black Hawk, both present and future, if and to the extent, in the opinion of said counsel, the same can be given under applicable laws. The debentures shall also be secured by a first and specific mortgage, pledge, hypothec or charge on all the interest of Rotra in the lands subject to the Rotra Leases and shall be guaranteed by Rotra. Each debenture, irrespective of the date of its issue, shall mature on June 30, 1974. It is understood that until the Secured Notes and interest thereon have been paid in full the security for the debentures shall be subject to the security created for the Secured Notes. The debentures from time to time outstanding shall be entitled to the benefit of a sinking fund under which Black Hawk will be obligated to apply on or before April 15 in each year towards the retirement of debentures an amount equal to 100% of the consolidated net cash flow from operations of Black Hawk and its subsidiaries in the 12 months' period ending on the December 31 immediately preceding. For the purposes hereof the net cash flow from operations of Black Hawk and its subsidiaries in any 12 months as aforesaid shall be determined by adding to the consolidated net profits of Black Hawk and its subsidiaries for the period in respect of which consolidated net cash flow from operations is to be determined the following: depreciation, depletion or any amortization of preproduction expenditures or any other amortization charges or write-offs not involving expenditures deducted in arriving at consolidated net profit of Black Hawk and its subsidiaries during such period and by deducting therefrom the aggregate of the following: (i) such amount as is necessary to maintain the consolidated working capital of Black Hawk and its subsidiaries as at the end of such period at the sum of \$750,000; (ii) the lesser of (a) \$100,000 or (b) actual capital expenditures made in such period by Black Hawk and its subsidiaries; (iii) moneys paid by way of dividends, redemption, reduction, purchase or other repayment of the shares of Black Hawk and its subsidiaries as permitted under paragraph 9 (h) hereof. All other terms and provisions of the debentures shall be as may be satisfactory to Denison provided the same are not inconsistent with the foregoing provisions hereof.

Black Hawk shall furnish to Denison at the expense of Black Hawk an opinion or opinions of said counsel that the debentures have been duly created and the issuance of the same duly authorized by Black Hawk and that when issued the debentures will be valid and binding obligations of Black Hawk enforceable in accordance with their terms and secured as herein stated. Such opinion of said counsel shall also state that any shares of Black Hawk purchased by Denison hereunder will be duly and validly issued and when purchased will be outstanding as fully paid and non-assessable. Such opinion or opinions of said counsel shall be delivered to Denison at the time when it first takes up any of the debentures and shares of Black Hawk and the delivery thereof shall be a condition precedent to Denison's obligation to take up any of the said debentures and shares and if required by Denison a similar opinion or opinions in relation to the debentures shall also be delivered to Denison at each subsequent time when Denison takes up any of the debentures and the delivery thereof shall likewise be a condition precedent to Denison's obligation to take up further debentures.

4. In the event that Denison takes up debentures of Black Hawk to a principal amount in excess of \$5,000,000 then in respect of each take-up of debentures in excess of \$5,000,000 principal amount the purchase price for the said debentures shall be deemed to include the purchase of and Black Hawk shall issue to Denison fully paid and non-assessable shares in the capital of Black Hawk with a par value of \$1 each as presently constituted at the rate of 6,000 of said shares for each \$100,000 principal amount of debentures taken up.

All debentures and shares of Black Hawk purchased by Denison hereunder shall be issued to Denison registered in its name or as it may otherwise direct in writing.

5. Black Hawk agrees to comply with all legal requirements including (a) the filing of a prospectus with the Ontario Securities Commission and/or the Quebec Securities Commission and (b) the

obtaining of the approval of any stock exchange on which the shares of Black Hawk are or may be listed to enable it to issue and sell the Secured Notes, the said debentures and the said shares to Denison and the obligations of Denison hereunder shall be conditional upon all such requirements being complied with to the satisfaction of Denison.

6. Black Hawk agrees to apply the proceeds of the sale of the said debentures and the said shares forthwith upon receipt of the same to the repayment of the Secured Notes of Black Hawk to be issued to Denison as hereinbefore provided including interest thereon until all of the said Secured Notes and interest thereon are fully paid. Thereafter Black Hawk agrees to apply the proceeds of the sale of the said debentures and the said shares (if any) in carrying out the additional work to be undertaken by Black Hawk as referred to in paragraph 3 hereof.

7. From time to time when commitment notices are given by Denison to Black Hawk, Black Hawk will pay to Denison a standby fee at the rate of 1% per annum (payable semi-annually on June 30 and December 31) calculated on the principal amount of debentures which Denison agrees to take up under any commitment notice less the principal amount of any debentures actually taken up under any such commitment notice.

8. All moneys received by Black Hawk in connection with the issue of its Secured Notes, debentures and shares hereunder shall be applied strictly in the manner herein provided for and not otherwise without the written consent of Denison but may be otherwise applied with such written consent.

9. So long as Black Hawk is indebted to Denison under the Secured Notes or the said debentures Black Hawk will not, and will not permit any subsidiary of Black Hawk, including Rotra, without the prior written consent of Denison to

- (a) increase or decrease its authorized capital or subdivide or consolidate its shares or convert any class of shares in its capital to any other class or classes of shares;
- (b) create or issue bonds, debentures, notes or other securities, secured or unsecured, except as herein provided for;
- (c) transfer, sell or otherwise dispose of its undertaking and assets as an entirety or substantially as an entirety except, in the case of a subsidiary, to Black Hawk and in the case of Black Hawk to Rotra provided that in the case of either of such exceptions such transfer shall not, in the opinion of counsel satisfactory to Denison, in any way prejudice any mortgage, pledge, hypothec or charge given to secure the Secured Notes and/or the debentures;
- (d) mortgage, charge, hypothecate or pledge its assets or any of them (except as herein provided for) to secure any moneys advanced or to be advanced;
- (e) borrow money except in the ordinary course of business and except in accordance with the terms hereof;
- (f) create or permit to be created (except as herein provided) any mortgage, lien, charge or other encumbrance on its property or any part thereof except to secure indebtedness to Denison;
- (g) give any guarantees of indebtedness, liabilities or obligations of others provided always that any subsidiary of Black Hawk may guarantee the Secured Notes and/or debentures to be issued by Black Hawk as herein provided;
- (h) pay any dividends or make any other distributions on shares.

Notwithstanding anything herein contained any of the foregoing may be done by Black Hawk or a subsidiary with the prior written consent of Denison.

10. Notwithstanding anything herein contained Denison shall not be obligated to take up any debentures hereunder in excess of such debentures as it shall agree to take up in accordance with the terms of any commitment notice given by it to Black Hawk.

11. Time shall be of the essence of this agreement.

12. Any notice required or permitted to be given hereunder to Black Hawk shall be conclusively deemed to have been validly given if mailed by registered prepaid mail addressed to Black Hawk at 20th Floor, 4 King Street West, Toronto, and if so mailed shall be deemed to have been received by Black Hawk on the second business day following the date on which it is mailed. Black Hawk may at

any time give notice in writing to Denison of any change of address and from and after the giving of such notice the address therein specified shall be deemed to be the address of Black Hawk for the giving of notices hereunder.

13. This agreement shall not be assignable by either of the parties hereto without the consent in writing of the other.

14. This agreement shall enure to the benefit of and shall be binding upon the successors of the parties hereto.

15. Notwithstanding anything herein contained this agreement shall have no force or effect unless and until each of the following conditions have been satisfied:

- (a) Black Hawk shall own or control all the outstanding shares of Rotra;
- (b) this agreement has been duly confirmed by a majority of the votes cast at a general meeting of shareholders of Black Hawk called to consider the same.

Unless each of the aforesaid conditions has been met on or before September 30, 1964 (or such later date as may be agreed to by the parties hereto) this agreement shall be void and of no effect. Black Hawk agrees to use its best efforts to cause the foregoing conditions to be complied with.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

DENISON MINES LIMITED

by HARRY A. WILLIS, Vice-President

JOHN C. PUHRY, Secretary

C.S.

BLACK HAWK MINING LTD.
(No Personal Liability)

by JOHN KOSTUİK, President

A. F. RISSO, Secretary-Treasurer

C.S.

SCHEDULE "A"

Freehold Lands

Those four certain parcels or tracts of land situate, lying and being in the Town of Blue Hill, in the County of Hancock in the State of Maine, one of the United States of America, more particularly described as follows:

1. A parcel containing by admeasurement twenty (20) acres more or less, as described in a quit claim deed thereof from Charles D. Robbins to Black Hawk, which quit claim deed was recorded in the Registry of Deeds for the County of Hancock on the 20th day of July, 1961, in Book 890, Page 158;
2. A parcel containing by admeasurement forty-three (43) acres more or less, as described in a quit claim deed thereof from the said Charles D. Robbins to Black Hawk, which quit claim deed was recorded in the said Registry of Deeds on the 28th day of July, 1961, in Book 914, Page 327;
3. A parcel containing by admeasurement one hundred and twenty (120) acres more or less, as described in a quit claim deed thereof from Helen B. Morris to Black Hawk, which quit claim deed was recorded in the said Registry of Deeds on the 27th day of June, 1963, in Book 935, Page 462;
4. A parcel containing by admeasurement eighty (80) acres more or less, as described in two quit claim deeds thereof from Weston L. Varnum and Olive E. Varnum and from Arlene I. Astbury respectively, to Black Hawk, which quit claim deeds were respectively recorded in the said Registry of Deeds on the 30th day of March, 1964 in Book 954, Page 149, and on the 2nd day of March, 1964, in Book 952, Page 230.

Black Hawk Leases

(a) Situate in the said Town of Blue Hill:

1. Mining lease made the 13th day of May, 1961, from Harry E. Carter, and containing 81 acres more or less, being recorded with Hancock County Registry of Deeds in Book 890, Page 248.
2. Mining lease made the said 13th day of May, 1961, from the said Harry E. Carter, and containing 35 acres more or less, being recorded with the said Registry of Deeds in Book 890, Page 246.
3. Mining lease made the 22nd day of July, 1961, from Gertrude Allen, and containing 100 acres more or less, being recorded with the said Registry of Deeds in Book 891, Page 43.
4. Mining lease made the 20th day of October, 1962, from Leroy T. Gray, and containing 20 acres more or less, being recorded with the said Registry of Deeds in Book 921, Page 60.
5. Mining lease made the 20th day of October, 1962, from Harriet C. Gray, and containing 10 acres more or less, being recorded with the said Registry of Deeds in Book 921, Page 58.
6. Mining lease made the 29th day of July, 1963, from William Astbury, and containing 40 acres more or less, being recorded with the said Registry of Deeds in Book 940, Page 281.

(b) Situate in the Town of West Sullivan:

1. Mining lease made the 6th day of April, 1963, from Janet Strater, and containing 5 acres more or less, being recorded with the said Registry of Deeds in Book 951, Page 316.
2. Mining lease made the 15th day of June, 1963, from Denis Vibert, and containing 50 acres more or less, being recorded with the said Registry of Deeds in Book 951, Page 318.
3. Mining lease made the 11th day of June, 1963, from Dorothy H. and Edmund E. Crosby, and containing 5 acres more or less, being recorded with the said Registry of Deeds in Book 951, Page 320.

Black Hawk Claims

Seven (7) mining claims held in the name of Black Hawk under the provisions of the Maine Mining Law and numbered 2228, 2229, 2239, 2240, 2241, 2242 and 2243 and situate in the said Town of Blue Hill. These claims are recorded in the Maine Mining Bureau in Book VIII, Page 305 and contain approximately 75 acres.

SCHEDULE "B"

1. Mining lease made the 11th day of December, 1962 from Gertrude Allen in respect of lands situated in Blue Hill, County of Hancock, State of Maine and containing 100 acres more or less, being recorded with Hancock County Registry of Deeds in Book 947, Page 232.
2. Lease of surface rights made the 11th day of December, 1962 from the said Gertrude Allen in respect of lands situated in the said Blue Hill and recorded with Hancock County Registry of Deeds in Book 947, Page 234.
3. Mining lease made the 12th day of December, 1962, from June M. Awalt and others in respect of lands situated in the said Blue Hill, and recorded with Hancock County Registry of Deeds in Book 947, Page 233.

FINANCIAL STATEMENTS

BLACK HAWK MINING LTD.
(No Personal Liability)

AND ITS WHOLLY OWNED SUBSIDIARY
BLACK HAWK CORPORATION

CONSOLIDATED BALANCE SHEET

as at September 30, 1965

ASSETS

CURRENT ASSETS:

Cash	\$ 251,300	
Accounts receivable	3,852	
Materials and supplies on hand	<u>35,190</u>	\$ 290,342

STATUTORY DEPOSIT:

Minister of Finance - Quebec \$1,000 Bond		863
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FIXED ASSETS:

Mining claims and mining rights	60,370	
Lands, roads and leased properties	126,084	
Plant and buildings	383,172	
Machinery and equipment	320,610	
Office furniture and fixtures	<u>3,036</u>	893,272

DEFERRED EXPENSES:

Prepaid expenses	9,590	
Exploration and development expenses		
— Schedule "A"	1,007,987	
Corporate expense — Schedule "B"	217,942	
Organization expenses	5,441	
Financing expenses	<u>175,000</u>	1,415,960
		<u>\$2,600,437</u>

LIABILITIES

CURRENT LIABILITIES:

Accounts payable and accrued charges	\$ 50,928	
Accrued interest payable	<u>10,685</u>	\$ 61,613

LONG TERM INDEBTEDNESS:

Series "A" Debentures		
6½ % maturing June 30, 1974		2,000,000

CAPITAL STOCK:

Authorized:		
5,000,000 shares of a par value of \$1.00 each		<u>5,000,000</u>
Issued and fully paid:		
900,000 shares for mining claims	\$ 900,000	
Less: Discount thereon	<u>840,000</u>	60,000
400,000 shares for acquisition of wholly owned subsidiary	400,000	
Less: Discount thereon	<u>373,031</u>	26,969
2,719,009 shares for cash	2,719,009	
Less: Discount thereon	<u>2,267,154</u>	451,855
<u>4,019,009 shares</u>		538,824
		<u>\$2,600,437</u>

"JOHN KOSTUIK", President and Director.

"A. F. RISSO", Secretary-Treasurer and Director.

SCHEDULE "A"

BLACK HAWK MINING LTD.
(No Personal Liability)

CONSOLIDATED DEFERRED EXPLORATION AND DEVELOPMENT EXPENSES

as at September 30, 1965

	Inception to April 30, 1965	May 1, 1965 to September 30, 1965	Inception to September 30, 1965
QUEBEC			
Prospecting, developing and surveying	\$ 29,401	\$ 125	\$ 29,526
Diamond drilling, mapping and assaying	40,379		40,379
General field expenses	1,103	32	1,135
	<u>70,883</u>	<u>157</u>	<u>71,040</u>
MAINE			
Prospecting, developing and surveying	23,376	1,572	24,948
Diamond drilling, mapping and assaying	235,358	11,256	246,614
Shaft sinking and mine development	242,688	282,262	524,950
General field expenses	89,043	51,392	140,435
	<u>590,465</u>	<u>346,482</u>	<u>936,947</u>
	<u>\$661,348</u>	<u>\$346,639</u>	<u>\$1,007,987</u>

SCHEDULE "B"

BLACK HAWK MINING LTD.
(No Personal Liability)

CONSOLIDATED DEFERRED CORPORATE EXPENSES

as at September 30, 1965

	Inception to April 30, 1965	May 1, 1965 to September 30, 1965	Inception to September 30, 1965
Registrars' and transfer agents' fees and expenses ...	\$ 3,355	\$ 1,910	\$ 5,265
Legal and audit fees and expenses	36,887	6,494	43,381
Capital and place of business tax	279	91	370
Interest on secured notes	23,097	33,177	56,274
Interest on debentures	—	10,685	10,685
Administrative salaries, communications, stationery and office supplies, rent, taxes, insurance and general office expenses	53,163	11,149	64,312
Travelling expenses	17,691	1,727	19,418
Loss on disposal of fixed assets	1,572		1,572
General expenses	8,878	7,787	16,665
	<u>\$144,922</u>	<u>\$73,020</u>	<u>\$217,942</u>

BLACK HAWK MINING LTD.
(No Personal Liability)

AND ITS WHOLLY OWNED SUBSIDIARY
BLACK HAWK CORPORATION

STATEMENT OF SOURCE AND APPLICATION OF FUNDS

For the period July 1, 1965 to September 30, 1965

SOURCE OF FUNDS:

Sale of 150,000 treasury shares	62,500
Sale of \$2,000,000 6½ % debentures	1,887,500
	<u>\$1,950,000</u>

APPLICATION OF FUNDS:

Retirement of \$1,500,000 6½ % secured notes ..	<u>\$1,500,000</u>
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BLUE HILL PROJECT, MAINE:

Engineering fees	1,425
Machinery & equipment purchased	5,385
Plant construction	2,773
Exploration & development expenditures	221,332
	<u>230,905</u>

BELLECHASSE - QUEBEC:

General expenses	47
Corporate expenditures	<u>48,066</u>
Prepaid expenses	1,506
TOTAL EXPENDITURES	<u>\$1,780,524</u>
Increase in current assets	\$121,606
Decrease in current liabilities	<u>47,870</u>
	<u>\$1,950,000</u>

“JOHN KOSTUIK”, President and Director.

“A. F. RISSO”, Secretary-Treasurer and Director.

ENGINEER'S REPORT

ON

BLACK HAWK MINING LIMITED

LOCATION AND ACCESS —

The property of Black Hawk Mining Limited is in Hancock County, State of Maine, U.S.A. It is located just outside the village of Blue Hill which is some 36 miles southeast of the City of Bangor, Maine.

The property is approximately two miles from tide water, and Highway 176 crosses it. Trenton Airport, where North East Airlines provide three trips daily service, is about 22 miles northwest and there is rail service at Bucksport approximately 15 miles from the property.

PROPERTY —

Black Hawk Mining Limited has rights, including claims, to a total of 717 acres of mining lands consisting of the following:

A) By quit claim deed to the following mining properties:

Mammoth	20 acres
Sylvanus Douglas	43 acres
Morris (3 lots)	120 acres
Varnum (2 lots)	80 acres

B) By leases on mining lands and mineral rights on the following properties:

Grindle (5 lots)	258 acres
Allen (1 lot)	30 acres
H. E. Carter (2 lots)	81 acres
Harriet Gray (1 lot)	10 acres

C) Under provisions of the State of Maine Mining Law holds:

7 claims numbered —	2228
	2229
	2239
	2240
	2241
	2242
	2243

These claims cover "Second Pond" which forms the central part of the property.

HISTORY AND DEVELOPMENT —

William Darling, a native of the village of Blue Hill, discovered sulphide occurrences in 1876 to the west of the village and on the north side of Second Pond.

The Douglas Mine was opened here in 1878 and production started in July 1880. Copper ore mined on the north side of Second Pond was heap roasted and smelted until 1884 when the mine was closed down. It is reported that refined copper, valued at about \$300,000, was produced. During this period there were at least ten separate prospecting ventures in operation along the zone presently held by Black Hawk Mining Limited.

In 1888, the Unit Copper Company bought the Douglas Mine but did not operate it. They sold it in 1917 to American Smelting and Refining Company who put it into production in June 1918 with a 125 tons per day mill. Concentrates were trucked to the village and shipped by schooner to Perth Amboy, New Jersey. The property was closed down at the end of the year 1918 due, it is reported, to the low price of copper, and the plant was dismantled.

The United States Bureau of Mines drilled seven diamond drill holes near the former Douglas Mine area in 1948.

In 1957 Texas Gulf Sulphur drilled 24 holes in three areas, 4 in Second Pond, 6 on the north side of Second Pond and 14 holes in the Mammoth area to the southwest of Second Pond.

In 1960 Mr. C. D. Robbins on behalf of Black Hawk Mining Limited arranged leases on several of the properties to the north of Second Pond, and the claims staked on Second Pond by John R. Rand. During the summer of 1961, Black Hawk drilled 14 diamond drill holes on the north shore of Second Pond and in the Mammoth area with encouraging results. The property was brought to the attention of Denison Mines Limited who examined the property records and the diamond drill core in January 1962. As a result of this examination Denison Mines Limited entered into an agreement with Black Hawk Mining Limited on May 3, 1962 and diamond drilling was started in July 1962 under the direction of Denison Mines Limited.

Prior to participation by Denison Mines Limited, a total of 10,896 feet of diamond drilling in 45 holes had been done since 1947 on the property. From July 31, 1962 to March 23, 1964 a total of 48,733 feet of diamond drilling in 70 holes was done under the supervision of Denison Mines Limited, and the property has been geologically mapped.

GEOLOGY —

The Black Hawk property is in a folded area of the Ellsworth formation which is considered to be Ordovician-Silurian in age. The Ellsworth formation is represented on the property by a series of quartzite units which are intruded by granite, feldsparporphyry and diorite dykes. The lowest stratigraphic unit investigated is a crenulated quartzite followed upward by the Douglas quartzite, banded quartzite, Pond quartzite, biotite gneiss and the Allen quartzite. Many of the quartzite units have a basal conglomerate member. A body of granite lies to the south of the property and its contact with the sediments is quite irregular. The formation strikes nearly east-west and dips to the south. The formations are folded into a plunging syncline in the centre of the property. Several of the members show thickening at the crest of the fold and dips are about 30 degrees to the south. East of the fold, the formations have steep dips. At least three faults are known to cut the formations with appreciable horizontal and vertical components.

RESULTS OF WORK —

Diamond drilling has disclosed a series of replacement sulphide bodies in the sediments. They are localized in or near the synclinal fold or in structures related to it.

There are three types of mineralized zones: zinc-copper, copper-silver, and lead-silver.

The zinc-copper zone which occurs in the upper part of the Pond quartzite is massive dark brown sphalerite with minor amounts of chalcopyrite, pyrrhotite and pyrite. It is tabular in formation and appears to have a length of at least 1,000 feet with an average thickness of about 6.5 feet and has, so far, been traced down 1,200 feet down dip.

The copper-silver bearing zones are, for the most part, at or near the base of the Pond quartzite. Other copper-silver bearing zones are located both above and below the zinc zone within the Pond quartzite. Narrow horizons of copper mineralization occur in the Douglas quartzite from which the original operators produced copper in the 1880's.

It is possible that extensions of the mineralized zones south of the Second Pond and Mammoth areas may be found beyond the limits of the present surface diamond drilling.

ORE POTENTIAL —

Due to the fact that the diamond drill holes are, for the most part, quite widely spaced tonnage calculations of diamond drill indicated ore involve assumptions that can only be confirmed by underground development and exploration work.

The zinc-copper zone appears to be the most regular and the widely spaced diamond drill holes indicate about 1,000,000 tons of zinc-copper ore averaging 18.3% zinc and 0.60% copper.

In addition to the indicated zinc-copper ore, there are substantial tonnages of indicated copper-silver and lead-silver ore. Mode of occurrence is more erratic than in the zinc-silver zone and hence tonnage calculations can vary quite widely depending on the area of influence allotted to individual diamond drill holes. Indications are that there could be between 1,500,000 and 2,500,000 tons of copper-silver material averaging about 2% copper and 0.50 oz. of silver per ton and about 350,000 tons of lead-silver ore averaging a little over 7% lead and 4.5 oz. silver per ton.

As mentioned previously, it is possible that extensions of the mineralized zones south of the Second Pond and Mammoth areas may be found beyond the limits of the present surface diamond drilling.

CONCLUSIONS AND RECOMMENDATIONS —

The surface diamond drilling programme has indicated substantial tonnages of material of oregrade.

The indicated tonnage and grade of the zinc-copper ore alone justify the sinking of a production size shaft and the carrying out of an underground development and exploration programme.

It is recommended that:

- 1) A three-compartment vertical shaft with hoisting compartments of 6' 0" x 5' 6" inside dimensions be sunk to a depth of approximately 575 feet with stations at the 200, 300, 400 and 500 foot horizons.
- 2) A programme of development and exploration work be undertaken on the 400 and 500 foot levels consisting of a minimum of 1,300 feet of crosscutting, 2,500 feet of drifting, 2,500 feet of raising and 10,000 feet of diamond drilling.
- 3) Size of mill and type of underground equipment would be decided by results of the underground development work. Deepening of the shaft and further underground development and stope preparation work can be done during construction of mill and surface plant.
- 4) It is suggested that the sinking and development programme be carried out by the Company providing the headframe, hoisting and compressed air equipment; the contractor to provide the other equipment necessary to sink the shaft and do the development work.

ESTIMATED COST OF RECOMMENDED MINIMUM PROGRAMME —

Totals

1) Headframe, Ore and Waste Bins, etc.	\$ 70,000	
2) Hoist-Compressor House —		
A) Building	47,000	
B) Equipment:		
Hoist, skips, cages, etc.	100,000	
Compressor	45,000	
Electrical	20,000	
3) Mine dry, Office and small shop	35,000	
4) Assay Office	20,000	
5) Surface Power Distribution	20,000	
6) Roads, Yard, Water Supply, etc.	20,000	
Surface Plant	\$377,000	
Contingencies 10%	37,700	
Total for Surface Plant		\$ 414,700
7) Shaft Collar	\$ 15,000	
8) Shaft Sinking — 575' at \$180.00 per foot	103,500	
9) Stations and Station Equipment	50,000	
10) 1,300 feet of 8' x 8' Crosscut at \$40.00 per foot	52,000	
11) 2,500 feet of 8' x 8' Drift at \$40.00 per foot	100,000	
12) 2,500 feet of 5' x 10' Raise at \$35.00 per foot	87,500	
13) Allowance for Slashing Diamond Drill Stations, etc.	30,000	
14) 10,000 feet of Diamond Drilling at \$2.50 per foot	25,000	
	\$463,000	
15) Power, Services and Overhead 30%	138,900	
Underground Development Programme	601,900	
Contingencies	60,190	
Total for Underground Development Programme		662,090
Grand Total for recommended minimum programme		<u>\$1,076,790</u>

The above outlined programme of underground work is the logical step at this stage in the development of the property and is recommended as a minimum programme and as one being subject to change and extension, depending on results obtained as work progresses.

WALTER F. BROWN, B.Sc., P. Eng.

Toronto, Ontario.

July 7, 1964.

CERTIFICATE

I, WALTER F. BROWN, of the City of Toronto, in the Province of Ontario, Canada, do hereby certify that:

1. I am a Mining Engineer residing at 24 Truman Road, Willowdale, Ontario, with office at Suite 1504, 320 Bay Street, Toronto 1, Ontario.
2. I am a graduate of McGill University, with the degree of Bachelor of Science in Mining Engineering (1929).
3. I am a member of the Association of Professional Engineers of Ontario and have been practising my profession continuously since graduation.
4. I have no personal interest, either directly or indirectly, in the properties or securities of Black Hawk Mining Limited, and do not expect to receive any such interest.
5. This report on Black Hawk Mining Limited property in Hancock County, State of Maine, U.S.A. is based on a personal examination of the property and diamond drill core, personal estimates and assumptions, and information obtained from the staff of Black Hawk Mining Limited and Denison Mines Limited.

WALTER F. BROWN, B.Sc., P. Eng.

Toronto, Ontario.

July 7, 1964.

BLACK HAWK MINING LTD.
Addendum to Engineer's Report
dated July 7, 1964 by Walter F. Brown, B.Sc., P. Eng.

INTRODUCTION

Since the writer's report on the Black Hawk Mining Ltd. property in Hancock County, State of Maine, U.S.A. dated July 7, 1964, the property has been equipped with a mining plant, a three compartment shaft has been sunk to a depth of 698 feet with stations cut at the 280 ft., 380 ft., 480 ft., 580 ft., and 680 ft. horizons and development work is underway on the 380 ft., 480 ft. and 580 ft. levels.

SURFACE MINING PLANT

The following is a brief description of the surface mining plant and its approximate cost to September 30, 1965:

BUILDING	<u>COST</u>	<u>TOTALS</u>
1. Headframe, 112' high, 16" x 16" treated B.C. Fir	\$ 87,500	
Equipment, including 600 ton ore bin, 60 ton waste bin, dump plates, transfer cars, overhead crane, and sheave wheels	56,400	\$143,900
2. Hoist and Compressor House		
Steel frame & concrete block construction, 47' x 66'	\$ 59,000	
3,000 c.f.m. compressor	57,100	
Nordberg 6' 6" hoist	72,700	188,800
3. Service Building		
160' x 65', includes office, engineering office, assay office, shops, warehouse & dry	\$136,000	
Equipment	25,200	161,200
4. Powder Magazine		
18' x 24', Banked with sand fill	3,200	3,200
5. Miscellaneous		
Core shack, gate house, pump house, etc.	\$ 11,500	
Equipment	2,300	13,800
6. Surface Air & Water lines	4,500	4,500
7. Secondary transformers & switch gear	9,900	9,900
8. 2 - ½ ton pick-up trucks		
1 - mobile trailer home	11,200	11,200
Total for surface mining plant to September 30, 1965		<u>\$536,500</u>

UNDERGROUND EQUIPMENT

In addition to the above surface mining plant, considerable underground equipment has been acquired. The principal items and their approximate cost to September 30, 1965 as follows:

<u>ITEM</u>	<u>COST</u>	<u>TOTAL</u>
Slushers	\$ 16,000	
Pumps	11,400	
Loading Pocket Installations	23,700	
Skips and Cages	25,900	
Miscellaneous (signals, ventilation, etc.)	4,400	<u>\$ 81,400</u>

UNDERGROUND WORK

In addition to station cutting, sump excavation, slashing, etc. there has been a total of 2,347 feet of crosscutting, 1,180 feet of drifting, and 5,331 feet of diamond drilling done on the 380 ft., 480 ft., and 580 ft. levels to September 30, 1965. Further details of this work follow:

380 LEVEL

781 feet of crosscutting and 239 feet of drifting have been done on this level. A length of 120 feet with widths varying from 2 feet to 6 feet grading between 31% and 46% zinc has been opened up here, so far. Flat diamond drill holes from this drift have also disclosed good grade ore. For example:

HOLE No.	CORE LENGTH	ZINC %
304	33.2 ft.	12.71
	and 12.8 ft.	30.28
308	6.8 ft.	25.05
309	41.2 ft.	20.79

480 LEVEL

717 feet of crosscutting and 277 feet of drifting have been done on this level. Two lengths of ore have been disclosed here, so far, one being 141 feet long, 6.5 feet wide averaging 13.2% zinc; the other being 145 feet long with widths varying from 4 feet to 6 feet grading between 7% to 40% zinc with most of the assays ranging between 35% to 40% zinc. Flat diamond drill holes from the crosscut have also disclosed ore, for example:

HOLE NO.	CORE LENGTH	ZINC %	COPPER %
412	33.3 ft.	8.8	1.01
415	2.7 ft.	38.0	
	3.3 ft.	43.6	

580 LEVEL

849 feet of crosscutting and 664 feet of drifting have been done on this level. The following lengths of ore have, so far, been opened up:

Length in feet	Width in feet	Zinc %	Copper %
90.5	6.4	10.42	
119.0	1 to 5	35 to 40	
79.0	2 to 4	40	
65.0	9.0		2.85
74.0	9.0		3.22

CONCLUSIONS AND RECOMMENDATIONS

The underground development work has, so far, yielded very good results.

It will require considerably more drifting, raising, and diamond drilling before a decision is reached on the size and type of mill required.

It is recommended that the ore zones be developed by drifting, raising and diamond drilling on at least two levels for the full length disclosed by surface diamond drilling before making this decision.

After this decision is reached it is recommended that during the period required to build the mill, that the shaft be deepened to 1,050 feet and further development and stope preparation work be carried on.

WALTER F. BROWN, B.Sc., P. Eng.

Toronto, Ontario.

October 13, 1965.

CERTIFICATE

I, WALTER F. BROWN, of the City of Toronto, in the Province of Ontario, Canada, do hereby certify that:

1. I am a Mining Engineer residing at 24 Truman Road, Willowdale, Ontario, with office at Suite 1504, 320 Bay Street, Toronto 1, Ontario.
2. I am a graduate of McGill University, with the degree of Bachelor of Science in Mining Engineering (1929).
3. I am a member of the Association of Professional Engineers of Ontario and have been practising my profession continuously since graduation.
4. I have no personal interest, either directly or indirectly, in the properties or securities of Black Hawk Mining Ltd., and do not expect to receive any such interest.
5. This addendum to and my report of July 7, 1964 on Black Hawk Mining Ltd. property in Hancock County, State of Maine, U.S.A., is based on a personal examination of the property and diamond drill core, personal estimates and assumptions, and information obtained from company records and the staff of Black Hawk Mining Ltd. and Denison Mines Ltd.

WALTER F. BROWN, B.Sc., P. Eng.

Toronto, Ontario.

October 13, 1965.